

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		02/21/2018	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Club Demonstration Services, Inc.		
Street Address:	700 Fairfield Avenue		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3943914	CDS	
Registration Number:	1612314	CLUB DEMONSTRATION SERVICES	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9192868000		
Email:	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 Carrington Mill Blvd., Suite 400		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	017625.5029		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/John Slaughter/		
DATE SIGNED:	02/22/2018		
Total Attachments: 3			
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Inc#page3.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 21, 2018 (“Release”), is made by Bank of America, N.A., as Administrative Agent (“Administrative Agent”) in favor of Club Demonstration Services, Inc., a Connecticut corporation (“Obligor”).

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of April 20, 2015 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Obligor, Administrative Agent, and others party thereto, Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations (“Secured Parties”), a continuing security interest in, and a right to set off against, any and all right, title and interest of Obligor in and to all Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, “Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement, Obligor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on April 21, 2015 at Reel 5501 Frame 0326 (“Notice”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Obligor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to, and the right to set off against, Obligor’s right, title, and interest in and to all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Obligor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By:


Darleen R DiGrazia

Title: Vice President

Schedule A

**Club Demonstration Services, Inc.
(Connecticut Corporation)**

**U.S. Trademarks Subject to Security Interest
Granted by Club Demonstration Services, Inc.
In Favor of Bank of America, N.A., as Administrative Agent
Recorded April 21, 2015 at Reel 5501 Frame 0326**

Trademark Registrations

Mark	Reg. No.	Reg. Date
CDS	3943914	04/12/11
CLUB DEMONSTRATION SERVICES	1612314	09/04/90